

<i>SERFF Tracking Number:</i>	<i>JDRP-125413088</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Westfield Insurance Company</i>	<i>State Tracking Number:</i>	<i>#1405671 \$50</i>
<i>Company Tracking Number:</i>	<i>CH-08-03-F</i>		
<i>TOI:</i>	<i>02.1 Crop</i>	<i>Sub-TOI:</i>	<i>02.1001 Crop-Hail Non-Federally Reinsured Only</i>
<i>Product Name:</i>	<i>2008 Arkansas Crop-Hail Form Filing</i>		
<i>Project Name/Number:</i>	<i>Crop-Hail insurance/CH-08-03-F</i>		

## Filing at a Glance

Company: Westfield Insurance Company

Product Name: 2008 Arkansas Crop-Hail Form SERFF Tr Num: JDRP-125413088 State: Arkansas

Filing

TOI: 02.1 Crop

SERFF Status: Closed

State Tr Num: #1405671 \$50

Sub-TOI: 02.1001 Crop-Hail Non-Federally

Co Tr Num: CH-08-03-F

State Status: Fees verified and

Reinsured Only

received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montes,  
Llyweyia Rawlins, Brittany Yielding

Author: Greg Livingston

Disposition Date: 02/19/2008

Date Submitted: 02/05/2008

Disposition Status: Approved

Effective Date Requested (New): 02/06/2008

Effective Date (New): 02/06/2008

Effective Date Requested (Renewal): 02/06/2008

Effective Date (Renewal):

02/06/2008

State Filing Description:

## General Information

Project Name: Crop-Hail insurance

Status of Filing in Domicile: Authorized

Project Number: CH-08-03-F

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/19/2008

State Status Changed: 02/15/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: Westfield Insurance Company NAIC# 24112 FEIN 34-6516838

2008 Crop-Hail Form Filing

Our File Number: CH-08-03-F

SERFF Tracking Number: JDRP-125413088 State: Arkansas  
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TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured  
Only  
Product Name: 2008 Arkansas Crop-Hail Form Filing  
Project Name/Number: Crop-Hail insurance/CH-08-03-F

Dear Commissioner:

Attached for your review and approval is our 2008 Crop-Hail form filing.

The following items are included in this filing:

Filing fee sent in mailing  
Arkansas transmittals  
Westfield Insurance Company authorized representative statement  
Final forms

Our proposed effective date is February 6, 2008 or on your approval.

If you have any questions or concerns, feel free to contact me at our office, toll free 866-404-9061, extension 73351.

Sincerely,

Greg Livingston  
Insurance Specialist  
livingstongreg@johndeere.com

## Company and Contact

### Filing Contact Information

John Sheeley, Compliance Manager  
6400 NW 86th Street  
Johnston, IA 50131-6680  
sheeleyjohnne@johndeere.com  
(866) 404-9061 [Phone]  
(515) 267-4600 [FAX]

### Filing Company Information

Westfield Insurance Company  
Serviced by John Deere Risk Protection  
6400 NW 86th St  
CoCode: 24112  
Group Code:  
State of Domicile: Ohio  
Company Type:

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Johnston, IA 50131	Group Name:	State ID Number:
(866) 404-9061 ext. [Phone]	FEIN Number: 34-6516838	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
1405671	\$50.00	02/04/2008

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	02/19/2008	02/19/2008

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## Disposition

Disposition Date: 02/19/2008  
Effective Date (New): 02/06/2008  
Effective Date (Renewal): 02/06/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Arkansas Mandatory Endorsement	Approved	Yes
Supporting Document	Side by Side Comparison	Approved	Yes
Form	JDRProtector Policy	Approved	Yes
Form	Production Plan Endorsement - 105% APH	Approved	Yes
Form	Production Plan Endorsement - 110% APH	Approved	Yes
Form	Mandatory Endorsement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	JDRProtector Policy	01-01-00-0001-2008	2008	Policy/Cove rage Form	Replaced Form #:0.00 01-01-00-0001-2007 Previous Filing #: CH-07-03-F		L00172.pdf
Approved	Production Plan Endorsement - 105% APH	01-03-00-0004-2008	2008	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 01-03-00-0004-2007 Previous Filing #: CH-07-03-F		L00175.pdf
Approved	Production Plan Endorsement - 110% APH	01-03-00-0002-2008	2008	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 01-03-00-0002-2007 Previous Filing #: CH-07-03-F		L00177.pdf
Approved	Mandatory Endorsement	01-06-00-0067-2008	2008	Endorseme New nt/Amendm ent/Condi tions		0.00	L00185.pdf



# JDRProtector CROP HAIL INSURANCE POLICY

Throughout this *policy*, “*you*” and “*your*” refer to the person or persons named on the accepted *Application* and “*we*,” “*us*” and “*our*” refer to the company issuing this *policy*. Unless the context indicates otherwise, the plural form of a word includes the singular form and vice versa. All words written in italics are terms defined above (i.e., *you*, *we*) or in Section I of the General Provisions. Unless otherwise specifically provided, whenever this *policy* calls for the provision of written notice to *you*, such notice may be delivered or mailed to *you* at *your* last mailing address on file with *us*. Proof of mailing or other delivery by *us* shall be sufficient proof of notice to *you*.

## WARNING

Any person who knowingly, with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony and subject to prosecution of such crime.

## READ YOUR POLICY CAREFULLY

This *policy* is a **legal contract** between *you* and *us*. This *policy* sets forth the rights and obligations of both *you* and *us*. It is important that *you* read this *policy* carefully and keep it in a safe place where *you* keep *your* other valuable documents.

## QUICK REFERENCE

Abandonment of Crop	Section XXIII	Endorsements	Section XV
Annual Premium and Other Amount Due Us	Section VII	Entire Agreement, Waiver or Change of Policy Provisions	Section XXVI
Assignment of Indemnity	Section XXV	Errors and Omissions	Section XVI
Assignment of Interest	Section XXIV	Failure of Parties to Agree	Section XIV
Cancellation of Insurance	Section III	Insured Crop, Acreage, Share and Value Insured	Section VI
Causes of Damage That Are Not Insured Perils	Section V	Insured Perils	Section IV
Concealment or Fraud	Section XVII	Life of Policy	Section II
Conformity of Statutes	Section XXI	Other Insurance	Section XIX
Coverage Amendments and Policy Changes	Section VIII	Participating Policy	Section XXVII
Crop Exceptions	Section XII	Replant	Section XI
Death of Insured	Section XXII	Subrogation	Section XX
Definitions	Section I	Transfer of Ownership	Section XIII
Determination of Loss or Adjustment of Claim	Section X		
Duties After Damage	Section IX		
Electronic Signature	Section XVIII		

## GENERAL PROVISIONS

**Agreement to Insure:** We will provide *you* the insurance described in this *policy* for *damage* to *your* insured crop in return for *your* payment of the required premium and *your* compliance with all applicable provisions of this *policy*.

### I. Definitions

**amendment** - a *MPCI* Acreage Report or other form requesting a change in *your coverage* under this *policy* signed by *you* and incorporated by *us* into *your Summary of Coverage*

**Application** - a form properly completed, dated and signed by *you* and submitted to *us* that provides all information *we* require to initially underwrite and issue this *policy*, or to change the insured crop(s) or *limit of insurance* per acre while this *policy* remains in effect

**attach** - to become effective

**calendar year** - a continuous 12-month period beginning January 1

**coarse grains** - corn grown for grain rather than seed, grain sorghum, and soybeans

**consent** - *our* written approval allowing *you* to take a specific action

**county** - any *county*, parish or other political subdivision of a state, including that portion of a field located primarily in a single *county* but extending into an adjoining *county* if the *county* boundary is not readily discernible

**coverage** - the insurance provided by this *policy* against *loss* caused by *insured peril* not including consequential or indirect damages, as shown on *your Summary of Coverage* and to the extent described in these General Provisions and any *endorsements*

**crop hail worksheet** - a statement of *your* claim for a *loss* insured under this *policy*, written or electronically generated and completed by *our* adjuster, giving the pertinent facts and data regarding *your* claim, and signed and returned by *you* to *us* according to the *policy*

**crop year** - the *calendar year* during which the insured crop would be harvested under normal agronomic practices

**damage** - injury to or deterioration of an insured crop; to constitute a *loss*, *damage* must be caused by an *insured peril*

**endorsement** - a written modification issued by *us* and attached to this *policy* to supplement, modify or limit insurance coverage

**hail** - precipitation in the form of transparent or partially opaque balls or irregular lumps of concentric ice; it does not include snow, sleet and frozen or partly frozen rain.

**indemnity** - compensation payable to *you* by *us* as a result of *your loss* under this *policy*

**insured peril** - a peril specifically defined in this *policy* which, if it causes direct *damage* to *your* insured crop, will result in a *loss* and may result in payment of an *indemnity* to *you*

**insurance period** - the period of time each *crop year* in which coverage is in effect; it begins the date *coverage attaches* and ends the date *coverage expires*

**limit of insurance** - the total *indemnity* that would be paid to *you*, less any applicable deductible, if *your* insured crop was a total *loss*

**loss** - the percentage of any *damage* to an insured crop caused by an *insured peril*, as determined by *our* loss adjustment procedures

**mobile equipment** - hauling vehicles licensed for travel on public roads, farm machinery, forklifts and other vehicles designed for use principally off public roads, including vehicles maintained for use solely on or near premises *you* own or rent, and any attached farm machinery or equipment

**Multiple Peril Crop Insurance (MPCI)** - a form of federal crop insurance reinsured by the Federal Crop Insurance Corporation

**policy** - this written contract between *you* and *us* consisting of the accepted *Application*, *Summary of Coverage*, these General Provisions, and *Endorsements* (if any). If a conflict exists in the *policy*, the order of priority is as follows: (1) *Endorsements*, (2) General Provisions, (3) *Application* and (4) *Summary of Coverage* with (1) controlling (2), (2) controlling (3), etc.

**pollutants** - any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned or reclaimed)

**replant** - performing the cultural practices necessary to prepare the land to replace the *damaged* or destroyed insured crop and then replacing and caring for the seed or plants of the *damaged* or destroyed insured crop on the insured acreage using good farming practices

**representative sample** - Portions of the insured crop that must remain in the field for examination and review by *our* loss adjuster when making a crop appraisal, as specified in Section IX F. In certain instances, *we* may allow *you* to harvest the insured crop and require only that sample of the insured crop be left in the field

**share** - the portion of an insured crop owned by *you*, whether or not one or more other persons own a portion of an insured crop in common with *you*, as an investor, owner, operator, tenant or otherwise at the time of *loss*. *Your share* may never be more than the percentage of *your* interest in the insured crop reported on *your Application*

**small grains** - crops including wheat, barley, oats, rye and flax

**Summary of Coverage** - the most current list of insured crops, locations, amounts of *coverage* and other information obtained from *your* most recent accepted *Application* with respect to each insured crop, and any applicable *amendments*

### II. Life of Policy

A. This is a continuous *policy*. This *policy* becomes effective with respect to each insured crop at 12:01 a.m. on the day following the day *you* and *our* licensed and authorized agent sign *your Application* for that insured crop. This *policy* remains in effect until canceled in writing by *you* or

by *us*, or automatically terminated in accordance with Section III. The *policy* being in effect and *coverage* being in force are not the same; *coverage* is in force for an insured crop from the date *coverage attaches* for that crop to the date *coverage* expires for that crop.

B. For each insured crop, *coverage attaches* at the time the insured crop is clearly visible above the ground except as follows:

1. No *coverage attaches* prior to 12:01 a.m. on the day following the day *you* and *our* licensed and authorized agent sign *your Application* for that crop;
2. For crops that have a dormancy period, no *coverage attaches* until the crop comes out of dormancy; and
3. As may be otherwise specified in Section XII of this *policy* or any *endorsements* (which may specify a waiting period after emergence and prior to the date *coverage attaches*).

We will not be liable for any *loss* to any insured crop prior to the date *coverage attaches* as specified in this *policy*.

C. Unless this *policy* is canceled or terminated as provided in Section III, in which case *coverage* expires as of the date of cancellation or termination, *coverage* expires each *crop year* on each acre of the insured crop upon the earliest of:

1. The date harvest is completed, except that if the insured crop is a *small grain*, rice, dry beans or buckwheat, such insured crop will be covered in the windrow, bundle or shock for fifteen (15) days after such insured crop is cut;
2. The date the crop is abandoned; or
3. The date the entire insured crop is destroyed as determined by *us*.

We will not be liable for any *loss* to any insured crop after the date *coverage* expires as specified in this *policy*.

### III. Cancellation of Insurance

A. *You* may cancel this *policy* at any time by providing written notice to *us*. Such cancellation will be effective at whatever date *you* request after the date *you* provide such notice. If *you* cancel *coverage* prior to the date *coverage attaches*, we will refund *your* paid premium for that *crop year* for the amount of *coverage* *you* cancel. All premium for this *policy* is earned as of the date *coverage attaches*. Therefore, if *you* cancel this *policy* after *coverage attaches* for the *crop year*, we will not refund any premium and any unpaid premium will remain fully earned and payable.

B. We may cancel all or any part of this *policy* at any time by notifying *you* in writing at least 10 days before the date and hour such cancellation takes effect. If we cancel all or any part of this *policy*, we will return no more than the prorated unused share of the premium paid for the amount of *coverage* per acre on the portion canceled. The cancellation will be effective at the time stated in such notice without regard to whether we have made or offered such return at that time.

C. If no *coverage* is in effect or if no premium is earned on this *policy* for three (3) consecutive *crop years*, this *policy* will terminate automatically without any

requirements of notice on December 31 of the year which is the third consecutive year in which *your Summary of Coverage* does not include any insured crop, or no premium is earned for this *policy*.

D. In the absence of a written notice to cancel by *you* or by *us* or automatic cancellation without notice, in accordance with Section III, this *policy* will remain in force for the current *crop year* and for each succeeding *crop year*.

### IV. Insured Perils

A. This *policy* provides *coverage* against unavoidable *loss* to *your* insured crop resulting from any of the following causes of *damage* occurring during the *insurance period*:

1. *Damage* that occurs as the direct result of *hail* striking the insured crop;
2. Fire or lightning *damage that occurs only*:
  - a. before harvest begins; or
  - b. during harvest; and
    - i. while the insured crop is in a harvester or other *mobile equipment*;
      1. owned or leased by *you*, and
      2. under *your* direct care, custody and control, and
      3. during or while awaiting timely delivery from the field to the first place of storage or processing.

Fire or lightning *damage* includes fire or lightning *damage* to insured crops planted in *small grain* crop, stubble, or residue;

Fire or lightning *coverage* does not extend to cotton modules once the module builder is removed from the cotton module.

3. Transit accident while the harvested insured crop is in a harvester or other *mobile equipment* owned or leased by *you* and under *your* direct care, custody and control while being transported from the field to the first place of storage or processing. "Transit accident" as used in this Section IV includes *damage* caused by wind storm, collision, overturn and collapse of bridges, docks or culverts. *Losses* from a transit accident are limited to the amount of the insured crop *you* are unable to recover using prudent salvage methods, but include the reasonable expenses *you* incur in such salvage recovery;
4. Vandalism and malicious mischief to the insured crop before and during harvest and while the insured crop is in a harvester or other *mobile equipment* owned or leased by *you* and under *your* direct care, custody and control, during or while awaiting timely delivery from the field to the first place of storage or processing, and which is promptly reported to a local law enforcement official. No such *damage* will constitute *loss* unless *you* provide a copy of such timely complaint with *your crop hail worksheet*, and then only to the extent that such *damage* is in excess of any other valid and collectible insurance; and
5. Fire department service charge not to exceed \$500.00 incurred by *you* when the fire department is called to

save or protect *your* insured crop before or during harvest.

- B. No deductible will apply to *loss* caused by fire, lightning, transit accident, vandalism or fire department service charges. In no event shall the *indemnity* resulting from an *insured peril* exceed the lesser of the *limit of insurance* or *your* ultimate net *loss* sustained from *insured perils* with the exception of fire department service charges.

## V. Exclusions

No insurance is provided under this *policy* for any *damage* to an insured crop:

- A. from any peril not insured against, even though the *damage* may have occurred in conjunction with and been secondary *damage* from an *insured peril*;
- B. caused by wind, snow, sleet, freezing rain, rain, earthquake, flood, mud slide, soil erosion, volcanic eruption, sinkhole collapse, heat, drought, freeze, plant disease (specifically including, but not limited to, any disease that is secondary to, or the onset of which is facilitated by *damage* caused by hail striking the insured crop), pests or infestations of any kind, unless otherwise specifically provided in an *endorsement* to this *policy* for which additional premium is charged;
- C. which is indirect or consequential *damage* including, but not limited to, disease (including, but not limited to, fungus, mold and blight), insect infestation or *loss* of markets;
- D. caused by domestic animals or wildlife;
- E. caused or increased by *your* failure to take all reasonable steps to minimize *damage* that a reasonable producer in *your* area without this or like insurance would have taken;
- F. resulting from or increased by:
  - 1. interference with efforts to minimize *damage* by any person at the location of the insured crop;
  - 2. suspension, lapse, cancellation or penalty associated with any lease, license, contract or order;
  - 3. *damage* to, disappearance or destruction of, or *loss* of use of any tangible property other than the insured crop;
  - 4. cultural and/or management practices that have as their intended objective, or their natural, probable and expected consequence, a reduction in the production of the insured crop; or
  - 5. failure to follow cultural and/or management practices normal in the area of the insured crop.
- G. after the insured crop has been sold to any person or entity other than *you* even though the insured crop remains on the location listed on *your Summary of Coverage* except as otherwise expressly provided in Section XIII;
- H. caused by any motor vehicle or *mobile equipment* including, but not limited, to harvesters or other *mobile equipment* used in the management and care of the insured crop, except as otherwise expressly provided in Section IV;

- I. that is otherwise recoverable by harvesting equipment including, but not limited to, *damage* resulting from failure to harvest;
- J. caused to the vegetative or flowering portion of the plant, tree or shrub, except as otherwise expressly provided in Section IV;
- K. directly or indirectly caused by or attributable to nuclear reaction, radiation or radioactive contamination, whether controlled or uncontrolled and however caused, or any consequence of any of these;
- L. caused, directly or indirectly, by war, civil disorder, riot, insurrection or political or civil protest;
- M. arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of *pollutants* including, but not limited to, improper usage or application of agricultural chemicals and/or municipal or industrial sludge; whether accidental or intended, unsuitability for use or injury to the insured crop or other tangible property, and whether the *pollutants* are:
  - 1. being transported or towed by, handled or handled for movement into, onto or from any *mobile equipment* transporting the insured crop;
  - 2. otherwise in the course of transit by or on behalf of the *insured*; or
  - 3. being stored, disposed of, treated or processed in or upon any *mobile equipment* transporting the insured crop.
- N. directly or indirectly resulting from or caused or increased by the susceptibility of the insured crop because it is a genetically modified organism, or because it is exposed to any genetically modified organism
- O. arising out of any act by *you*, any member of *your* family or *your* employee(s) or at *your* or their direction with the intent to cause *damage*.

## VI. Insured Crop, Acreage, Share and Value Insured

- A. *Your* insured crop for each *crop year* will be each crop identified in *your Summary of Coverage* and which is:
  - 1. the first crop of that type planted, or that same type of crop *replanted* in the same location following uninsured *damage* to the crop initially planted;
  - 2. of a type or variety approved by *us* as insurable;
  - 3. a crop in which *you* have a *share* at the time of *loss*, as reported by *you* or as determined by *us*, whichever *we* elect;
  - 4. actually planted on acres identified in *your Summary of Coverage*, and which:
    - a. have not been strip-mined;
    - b. are not interplanted with another crop without *our* consent; and
    - c. are not used primarily for wildlife protection or management; and
  - 5. insured by *us* under a *MPCI* policy or otherwise permitted by *us* to be insured under this *policy*.
- B. All acres of the *insured crop* *you* grow in the *county* must be insured under this *policy* and reported by *you* to *us*. When *your* actual planted acreage of any insured crop during any *crop year* is more or less than the number of

acres stated in the *Summary of Coverage* for that insured crop during that *crop year*, the *limit of insurance* per acre for that insured crop will be the quotient resulting from dividing the total amount of insurance indicated on the *Summary of Coverage* for that insured crop by *your* actual planted acreage of that insured crop in the township for harvest during the *crop year* the *loss* occurs subject to any maximum liability per acre established by *us* in *our* underwriting guidelines for the insured crop.

- C. The unit of insurance for determining any *indemnity* due is an acre. This means that the *limit of insurance* for any *loss* to any acre for any *crop year* may not exceed the *limit of insurance* per acre stated in the *Summary of Coverage* or as properly prorated under Section VI B.
- D. Except as provided in Section VI B and VI E, the *limit of insurance* per acre during each *crop year* shall be as shown on *your Summary of Coverage*. Once established, the *limit of insurance* per acre will not be reduced during a *crop year* after *coverage attaches* to the insured crop except for proration purposes in accordance with Section VI B or by an *amendment* in accordance with Section VIII. *Your limit of insurance* during a particular *crop year* for an insured crop under this *policy* will be the product of multiplying (i) the number of *your* actual planted acres of that insured crop during that *crop year*, (ii) the *limit of insurance* per acre for that insured crop at the time of the *loss*, and (iii) *your share* of that insured crop during that *crop year*.
- E. On the day immediately following the day *coverage* for an insured crop expires in accordance with Section II C, the *limit of insurance* per acre for each insured crop carried forward for any subsequent *crop year* shall revert to the *limit of insurance* per acre indicated on *your* most recent accepted *Application* for that crop without regard to any *amendment* that may have been in effect during any portion of the immediately preceding *insurance period* for that insured crop.
- F. *We* have the right to determine the amount of all *losses* on the basis of information *you* submit or the information *we* determine to be correct.
- G. After *damage* occurs to the insured crop, *we* will not increase either the *limit of insurance* or *your coverage*.
- H. *You* may add a crop to *your Summary of Coverage* only by submitting an *Application* by established deadlines. *You* may not add a crop to *your Summary of Coverage* by submitting an *amendment*.
- I. If *you* misrepresent any information, *we* may, at *our* sole discretion, revise the premium and/or *limit of insurance* to the amount *we* determine to be correct, or take other action pursuant to Section XVII. This may result in a revision of *your coverage* if the information *you* report is not correct. At any time *we* may inspect any insured crop and any location listed on *your Summary of Coverage*. *You* will allow any person assigned by *us* access to examine and inspect any insured crop or location listed on *your Summary of Coverage* as often as *we* may require.

## VII. Annual Premium and Other Amounts Due Us

- A. All premium for this *policy* is earned in full and payable on the date insurance *attaches* as provided herein.
- B. The premium *we* will charge *you* for this *policy* each *crop year* will be based upon *our* rates in effect for the then-current *crop year*.
- C. Any earned premium *you* owe *us* under this *policy*, or any other insurance policy *you* may have with *us*, will be deducted from any payments *we* owe *you* under this *policy* or any other insurance policy *you* may have with *us*, even if such earned premium has not yet been billed.
- D. Interest will accrue on any unpaid amount owed to *us* at the higher of the rate of 1.25 percent simple interest per calendar month, or any portion thereof, or the maximum rate allowed by state law applied on a calendar month basis. For the purpose of premium amounts owed to *us*, interest will start to accrue on the first day of the month following the premium billing date for the insured crop.
- E. *You* will pay the total annual premium to *us* each *crop year* this *policy* is in effect on or before the premium due date. The fact *you* may have a pending claim or dispute concerning a claim does not in any way relieve *you* of the obligation to pay earned premium upon the billing date, nor prevent interest from accruing on such unpaid premium as provided in this Section VII.
- F. For the purpose of any other amounts due *us*, such as repayment of indemnities found not to have been earned, interest will start to accrue on the date that notice is issued to *you* for the collection of the unearned amount. Amounts found due under this paragraph will not be charged interest if payment is made within 30 days of issuance of the notice by *us*. The amount will be considered delinquent if not paid within 30 days of the date the notice is issued by *us*.
- G. If *we* contract with a collection agency or employ an attorney to assist in collection of amounts due *us* from *you*, *you* agree to pay all expenses of collection including but not limited to attorneys' fees.
- H. All amounts *you* pay *us* will first be applied to *our* expenses in collection (if any), second to the reduction of accrued interest, and then to the reduction of the principal balance due *us*.
- I. *Coverage* will not *attach* and this *policy* will lapse for all subsequent *crop years* if any premium due *us* under this *policy* is not paid within 180 days after the premium due date.
- J. If *you* are a sole proprietor and not a partnership or corporation, and *you* sustain a *loss* of life by accidental means while carrying out *your* farming operation during the period between when *coverage attaches* and when *coverage* expires, for the insured crop, this *policy* will remain in force for that *crop year*, and the amount of premium charged for this *policy* will be waived. This waiver of premium is subject to notification and satisfactory evidence of accidental death given to *us* on or before 30 days after the *coverage* expiration date.

## VIII. Coverage Amendments and Policy Changes

- A. Unless this *policy* is cancelled according to Section III prior to the beginning of a *crop year* for your insured crop(s), and without regard to the most recent *Summary of Coverage*, the *limit of insurance* per acre and type of *coverage* indicated on your most recent accepted *Application* with respect to each insured crop will carry over into each subsequent *crop year* and the premium due will be based on each subsequent *crop year's* rates and will be due and payable to us as otherwise provided herein, except as may otherwise result from an *amendment* to this *policy*.
- B. We will not revise your *Summary of Coverage* during a *crop year* if such revision would:
1. increase your *limit of insurance* per acre after *damage* or evidence of probable *loss* or increased hazard to your insured crop has occurred; or,
  2. increase or decrease your *limit of insurance* per acre if the *amendment* requesting such revision is not received by the later of:
    - a. the *MPCI* acreage reporting date for your insured crop;
    - b. the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded) insured by you with us under a *MPCI* policy; or
    - c. if neither of the above deadlines applies, November 30 for a fall-seeded crop and July 15 for a spring-seeded crop.
- C. We also will not revise your *Summary of Coverage* if we receive your request to revise your *Summary of Coverage* more than 48 hours after you have signed and dated that request.
- D. Any new *Summary of Coverage* will become effective at 12:01 a.m. on the day following the day the last of you and our licensed and authorized agent signed your *amendment*.
- E. We will have the right at any time the *policy* is in effect to change any or all of the terms or conditions of the *policy*, subject to the following:
1. Any change adopted by us which extends or broadens the *coverage* under the *policy* without additional premium will apply and will be extended to your benefit automatically.
  2. If any *policy* change approved by the appropriate insurance regulatory authority reduces the *coverage* under this *policy*, we will give you written notice of such change no later than December 31 of the *calendar year* prior to the *calendar year* in which such change shall be effective with respect to this *policy*. If such change is mandated by such authority to take effect according to a different time schedule, then we will comply with the regulator's schedule.
  3. For *policy* changes, a written notice will be deemed given to you via First-Class United States Mail addressed to you at the last mailing address on file with us. Any such change will become a part of the

*policy* and will be final and binding on you, and any premium associated with that *policy* change will be fully earned, unless you cancel the *policy* within 60 days of the mailing of such notice. Your right to cancellation under this provision will be in addition to any other cancellation rights you may have.

- F. We will extend your *Summary of Coverage* from the previous *insurance period* until we receive your *amendment* to revise your *Summary of Coverage* but not later than the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded) insured by you with us under a *MPCI* policy. During this period of extension we will insure any *MPCI* insurable crop not grown during the previous *insurance period*, and not identified on your previous *insurance period's* *Summary of Coverage*, that you substitute in part or in full on the acreage of the crop insured during the previous *insurance period* inasmuch as such crop is insured with an *MPCI* policy issued from us to you. The amount of insurance on the substitute crop will not exceed the *limit of insurance* per acre which the premium established by the previously insured crop can purchase at the current *crop year's* rates for the substitute crop. We reserve the option to provide a lower *limit of insurance* per acre based upon current market prices and customary yields for such crop on those acres.

## IX. Duties After Damage

- A. You must establish that any *damage* to the insured crop was caused directly by one or more *insured perils* during the period between the date *coverage* attached and the date *coverage* expired with respect to that insured crop.
- B. If you have reason to believe *damage* to your insured crop has occurred which may result in a *loss* under this *policy*, we will not be liable to you and you will not receive any *indemnity* unless you:
1. Provide written notice to us within 10 days (or such earlier time as may be specified in an *endorsement* to this *policy*) after your insured crop suffers *damage* from an *insured peril*, including:
    - a. the date, probable cause of damage and location of the insured crop which has suffered *damage*;
    - b. your name;
    - c. the *policy* number; and
    - d. the name of all other insurance companies providing any insurance for the insured crop and the amount of insurance provided by each.
- C. If you do not submit the information described in this Section IX within the time specified above, your claim will be denied.
- D. After you provide the information described in Section IX B, we will prepare a *crop hail worksheet* describing the *loss* to your insured crop as a result of an *insured peril*. You must sign and return that document to us within 30 days after we have determined the *loss*. In the event you do not furnish the *crop hail worksheet* as required above, and also do not exercise your rights under Section XIV, you will be deemed to have waived any and all rights to

collect for *loss* to your insured crop. Your signature on the *crop hail worksheet* constitutes your acceptance of and agreement to the *loss* calculation contained therein.

E. Upon our request, you must:

1. submit to an examination under oath regarding any *damage* to your insured crop or any information related to this *policy*;
2. provide your complete harvesting and marketing records regarding each insured crop by location, acreage and/or field; and
3. provide all claim materials in conjunction with any claim made on other insurance arising from the same occurrence for which a claim is made on this *policy*.

F. After the occurrence of *damage*, you must continue to care for the insured crop. Should you neglect or refuse to do so, we will not be liable for any *loss* caused by such neglect. You may not put to another use or destroy the insured crop until we have made an appraisal of the *loss* and given our consent. If it is necessary to destroy your insured crop before our adjuster arrives, whether to *replant*, harvest, put the crop to another use or for other reasons, you must leave *representative samples* as follows:

1. Corn, soybeans, grain sorghum, cotton and all other row crops: One representative strip four to 12 rows wide (planter or drill width) the entire length of the field for each and every 20 acres.
2. *Small grains* and all other crops: A standing sample 10 to 15 feet wide the entire length of the field for each and every 20 acres.
3. We reserve the right to require larger or additional samples. In such case we will notify you following our receipt of your written notice of *loss* as to our decision to require additional samples.
4. Failure to leave such samples provides us with no means to assess the cause and extent of *damage* to determine your *loss*, if any. Therefore, failure to leave samples will result in a denial of your claim and no obligation to pay an *indemnity*.

G. You will allow any person representing us access to examine and inspect any insured crop on which you have reported *damage*, as often as may be required within 12 months from the date of the expiration of the *coverage*. Persons appointed or employed by us will adjust all *losses*. Our findings will be put in writing and, if agreed to by you and approved by us, such adjustment will be final as to you and us, subject only to our internal claim audit. No adjuster has any authority to alter the terms of this *policy* nor orally to bind or obligate us. Our written findings do not waive any of our rights to any act relating to the appraisal or *loss* determination.

H. Our Duties:

1. We will provide a proof of loss statement on a form attested to by you following the adjustment of a claim documenting your *loss* and will pay your *loss* within 30 days after:
  - a. we reach agreement with you;

b. the entry of a final court judgment; or

c. The filing of any appraisal award with us as outlined in Section XIV.

2. We will pay your *loss* to you, in accordance with your most recent *Summary of Coverage*, along with any financial institution, business or individual to whom you have assigned the *indemnity* on our approved form for that purpose. The assignee, at his/her request, may perform your responsibilities under this Section IX on your behalf.
3. We will determine your *loss* in accordance with crop loss adjustment procedures established by us or by National Crop Insurance Services and approved by us and in effect immediately prior to the time your insured crop suffers *damage*. No adjuster has any authority to deviate from such procedures. We will not be bound by any such deviation from approved *loss* adjustment procedures and, in the event of such deviation, you will allow us to reestablish the *loss* using the procedures as previously defined.
4. We may defer the adjustment of a *loss* for all insured *perils* until such time as the amount of *loss* can be measured. We will not pay for additional *damage* resulting from uninsured causes of *loss* or from your failure to provide reasonable care for the insured crop during the deferral period.

**X. Determination of Loss or Adjustment of Claim**

- A. We will determine and calculate *losses* from information you supply or from information we determine to be correct. We have the right to determine all *losses* on the basis of information you submit or the information we determine to be correct.
- B. The amount payable to you for *damage* to your insured crop will be the *loss* per acre determined by us, adjusted by your *coverage* and *limit of insurance* per acre as set forth in the *Summary of Coverage* based on the insurance plan you elected. No *indemnity* may exceed the liability stated in the *Summary of Coverage*.
- C. If we determine that there is no measurable *loss* under the terms of this *policy*, we will provide you with a written statement that no payable *loss* was found upon adjustment of the claim and requesting your claim be withdrawn. A *crop hail worksheet* indicating no payable *loss* may serve as this written notification and request for withdrawal.
- D. The *limit of insurance* per acre of the insured crop will be reduced:
  1. by the cumulative gross *loss* determined for each individual *loss* incurred; and
  2. by the portion of each acre which has been cut, harvested, sold or abandoned.

**XI. Replant**

- A. If an insured crop suffers *damage* from an insured *peril* you may *replant* the insured crop. To be eligible for an *indemnity* or other payment with respect to such *damage*, however, you must notify us of your intent to *replant* prior to preparing the land to *replant* or otherwise

destroying any portion of the insured crop. If you *replant* prior to our adjuster inspecting the *damage* to your insured crop, you must leave *representative samples* as outlined in Section IX F. Failure to leave *representative samples* will forfeit your right to any potential *indemnity* or other payment with respect to the crop you *replant*.

B. You must select one of the following payment options at the time of our first inspection of the *damaged* portion of the insured crop that you elect to *replant*:

1. OPTION ONE:

- a. You will be paid for your actual cost to *replant* the crop that suffered *damage*, provided, however, such payment will not exceed 20% of the *limit of insurance* per acre reflected on your *Summary of Coverage*. The amount paid by us under this Option One will not reduce your *limit of insurance* per acre on the acres you *replant*. Coverage will *attach* on the acres you *replant* according to Section II of this *policy*.
- b. Depending on the date of the *damage*, we will make an additional payment for certain crop(s) associated with the agronomic crop expectation of the crop you *replant*. This additional payment, if applicable, is subject to your *coverage* and will reduce your remaining *limit of insurance* per acre on the acres you *replant* accordingly.

2. OPTION TWO:

- a. Your *damaged* insured crop will be adjusted and any potential *indemnity* paid according to Section X of this *policy* on all the acres you *replant*. Any *coverage* remaining on the acres you *replant*, meaning the *limit of insurance* on the originally planted crop less any *indemnity* paid on that crop, shall immediately expire and be replaced by the *coverage* afforded under subparagraph (c) below. The premium associated with the entire *limit of insurance* that had *attached* on the originally planted crop on the acres you *replant*, however, shall be fully earned and payable.
- b. We will not make any payment to you for any expense incurred to *replant*.
- c. The acres you *replant* are automatically covered at the *limit of insurance* per acre selected for the originally planted crop. The premium for the *coverage* on the crop you *replant* is fully earned when you *replant*. Coverage will *attach* on the acres you *replant* according to Section II of this *policy*.
- d. If we must defer determination of *loss* as defined in Section IX H 4 for acres you *replant*, determination of the *loss* will take into consideration only *damage* that occurred prior to when you *replant*. For example, if you decide to *replant* insured soybean acreage that was *damaged* in the V-2 stage of growth, *damage* occurring to the *representative sample* areas during a later stage of growth (i.e., V-6) would not be considered in the final determination of *loss*.

## **XII. Crop Exceptions**

- A. Corn. If corn for any use is insured under this *policy*, it will be adjusted as corn grown for grain purposes only. For corn grown specifically for other purposes, such as silage, popcorn, sweet corn or hybrid seed purposes, the *loss* will be determined in the same manner as though the crop were ordinary field corn grown for grain, unless otherwise specifically provided in an *endorsement*.
- B. Sugar Beets. If the insured crop is sugar beets, any *coverage* available under this *policy attaches* when at least 12 leaves are clearly visible on at least 75% of the plants on the insured acreage.
- C. Transplanted Crops. For all transplanted crops *coverage* will *attach* the later of 14 days after transplanting; or the time determined under Section II B 1.
- D. Small Grains and Rice. No *replant coverage* is provided for small grains or rice at any stage of growth.

## **XIII. Transfer of Ownership**

If you sell or transfer your interest in an insured crop to another person or entity during the *insurance period*, you may submit to us in writing a request to transfer ownership of the *policy* to that person or entity. Any transfer must be on our form and will be effective only upon our written *consent*. We will not be liable for any more than the liability determined in accordance with your *policy* that existed prior to the transfer. We reserve the right to deny any transfer of ownership. In the event we *consent* to the transfer, both you and the transferee are jointly and severally liable for payment of the premium. The transferee has all rights and responsibilities under this *policy* consistent with the transferee's interest in the insured crop.

## **XIV. Failure of Parties to Agree**

- A. In case of *damage* to an insured crop and failure of you and us to agree as to the *loss*, and the insured crop remains intact or *representative samples* have been left as prescribed in Section IX F and the insured crop or samples have not been subject to additional *damage* as determined by us, then:
  1. either you or we can demand in writing that the *loss* be set by appraisal.
  2. once such demand is sent and received, each party must notify the other within 10 calendar days after receiving such demand of their selection of a competent appraiser. For the purposes of this provision, a competent appraiser will be an individual with at least 10 years' experience in the adjustment of crop *losses*. Our selected appraiser can be the loss adjuster who originally adjusted the claim if he/she otherwise meets the qualifications outlined.
  3. the appraisers, within seven business days, shall appraise the *damage* and set the *loss* in accordance with Section IX H 3. Nothing in this Section shall prohibit our appraiser's original determination of *loss* from being used as the appraisal used in this process. Agreement between the appraisers as to the *loss* shall



be so documented and verified in writing and shall be final and binding upon *you* and *us*.

4. should the appraisers fail to agree upon the loss, they shall select, by mutual agreement, a competent umpire with a minimum of five years' experience in the adjustment of crop losses. If the appraisers cannot mutually agree on the selection of an umpire within 10 calendar days, *you* or *we* may petition a judge of a court of record in the state in which the crop loss occurred for selection of an umpire.
  5. upon selection of the umpire, the appraisers shall submit a written report of their appraisal to the umpire; written agreement by any two of these three will set the loss and shall be final and binding upon *you* and *us*.
  6. no loss determined by such an appraisal may result in an indemnity that exceeds the *limit of insurance*.
  7. should one of the parties (*you* or *us*) fail to select an appraiser within the time allowed herein, the appraiser selected by the other party will set the amount of loss in writing, and this determination will become binding upon *you* and *us*.
  8. once the amount of loss is put in writing by these procedures, the appraisal may be entered in any court of competent jurisdiction as a final judgment.
  9. each party will pay the expenses of their selected appraiser. The expenses of the umpire and costs of the appraisal beyond the expenses of the selected appraisers will be paid by both parties equally.
  10. *we* will not be held to have waived any rights by any act relating to the appraisal.
- B. Unless prohibited by law in the state in which the insured crop is located, any controversy or claim arising out of or relating to this *policy*, the breach thereof, any incorrect or false statement of a past or present fact relating to *damage*, or any erroneous action or advice by *our* licensed and authorized agent or employee that is not resolved under the appraisal procedure above shall be resolved by binding arbitration.
1. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (except those rules requiring only the American Arbitration Association to administer the arbitration shall not apply) or under rules of arbitration mutually agreed upon.
  2. No award determined by arbitration may exceed the *limit of insurance*.
  3. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and shall be final, binding and nonappealable.
  4. Nothing in this Section shall preclude the controversy or claim from being resolved through mediation between the parties.
  5. Prior to completion of the arbitration, nothing contained herein shall be construed to limit or to preclude *you* or *us* from bringing any action otherwise permitted by applicable law in any court of competent jurisdiction for injunctive or provisional relief as *you*

or *we* deem necessary or appropriate to compel *us* or *you* to comply with obligations created under this *policy* or to prevent *damage* to *your* insured crop(s).

6. In addition, nothing contained herein shall be construed to limit or preclude *us* from joining with any action for injunctive or provisional relief, all monetary claims that *we* may have against *you* that arise out of the acts or omissions to act giving rise to the cause of action for injunctive or provisional relief.
  7. This arbitration provision shall be deemed to be self-executing and in the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the nonappearing party notwithstanding their failure to appear.
  8. It is the intent of *you* and *us* that any arbitration between *you* and *us* shall be based on *your* individual claim and that the claim subject to arbitration shall not be arbitrated on a multiple insured or class-wide basis.
  9. Any demand for arbitration must be filed within 12 months following the date *we* deny or settle *your* claim, or the end of the *insurance period* in which the controversy arose, whichever is later.
  10. Any arbitration lawfully conducted under this Section shall be legally binding on both parties.
  11. Any failure to exercise the right to arbitration as provided herein shall result in a forfeiture of any rights to have the dispute resolved by any legal proceeding except in a state where such binding arbitration is prohibited.
- C. Unless binding arbitration is prohibited by law in the state in which the insured crop is located, neither *you* nor *we* may file a lawsuit or take any other similar legal action against the other based on any dispute arising out of or relating to this *policy* or any *damage* to an insured crop except as provided in the arbitration provision above or Section XIV D. Any action taken to enforce an arbitration decision must be taken within one year of the date of the decision. If this *policy* is issued with respect to an insured crop located in a state which prohibits binding arbitration, *you* cannot bring suit against *us* unless *you* have complied with all of the *policy* provisions. If *you* do file suit against *us* based on any action by *us* in regard to this *policy*, *you* must do so within one year of such action. If insurance did *attach* under this *policy*, then any suit must be filed within one year following the end of the *insurance period* in which the controversy arose or the final settlement or denial of *your* claim, whichever is later. No court judgment may exceed the *limit of insurance*.
- D. Nothing in this Section shall preclude *us* or *our* representatives from bringing an action in a court of competent jurisdiction to collect any amounts due *us* under the *policy*.
- E. If *you* and *we* do not reach agreement on the amount of loss, and whether *we* determine the amount of loss through appraisal, arbitration or litigation, *you* are not entitled to pre-judgment interest on any *indemnity*.

## **XV. Endorsements**

This *policy* is subject to the provisions of any applicable *endorsement*.

## **XVI. Errors and Omissions**

This *policy* has been issued on the basis of the representation made by *you* on *your Application* on file with *us*. In case of error or omission on the *Summary of Coverage*, *you* will immediately notify *us* of such error or omission for correction. *We* reserve the right to reject any correction if it results in increased liability or reduced premium after the insurance has *attached* unless such change is in accordance with the provisions of this *policy*.

## **XVII. Concealment or Fraud**

- A. *We* will not provide *coverage* to *you* or any other person if *you* or such person has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, either before or after a *loss*.
- B. This entire *policy* will be voidable at *our* sole option, with proper notice to *you* if, before or after a *loss*, *you* intentionally conceal or misrepresent:
  - 1. any material fact or circumstance concerning this insurance;
  - 2. the subject thereof; or
  - 3. *your* interest therein.
- C. This entire *policy* also will be voidable at *our* sole option, with proper notice to *you* if, before or after a *loss*, *you* commit any fraudulent act or false swearing relative to any material fact or circumstance.

## **XVIII. Electronic Signature**

Electronic signatures will be valid and acceptable for all purposes with respect to this *policy*, forms and documents required under the provisions of this *policy*, subject to the accepted procedures and safeguards legally required by state or other applicable law. Electronic signatures will not be valid in any state or jurisdiction where such signatures are not legally binding.

## **XIX. Other Insurance**

*You* may have other insurance subject to the same terms, conditions and provisions as the insurance under this *policy*. If *you* do, *we* will pay *our share* of *loss* caused by direct *damage* from *hail*. *Our share* is the proportion that the applicable *limit of insurance* under this *policy* bears to the aggregate limits of all insurance *you* have covering the insured crop on the same basis. If the aggregate per acre liability among all policies *you* have relating to the same *loss* exceeds the proceeds per acre *you* reasonably expect to receive from the insured crop based upon current market prices at the time *you* plant the crop and customary yields for the acres where *you* plant the insured crop, *we* will prorate *our share* based on the provisions of this *policy*, including the *limit of liability*, to the reasonable *limit of liability* per acre. If *you* have other insurance covering *loss* caused by *insured perils* other than direct *damage* from *hail*, *we* will pay only for the amount of *loss* in excess of the amount due from all other insurance,

whether *you* can collect on it or not and in no event will *we* will pay more than the applicable *limit of insurance*.

## **XX. Subrogation**

- A. *We* may require from *you* an assignment of all rights of recovery against any party for *loss* to the extent that *you* have been indemnified by *us*.
- B. Because *you* may be able to recover all or part of *your loss* from someone other than *us*, *you* must do all *you* can to preserve any such rights. All recoveries will be used to reduce the *loss* due to *you* or paid to *you* under this *policy*. If *we* pay *you* for *your loss*, *your* right of recovery belongs to *us*. If *we* recover more than *we* paid *you* plus *our* expenses, the excess will be paid to *you*.

## **XXI. Conformity of Statutes**

If any terms of this *policy* conflict with the laws of the state in which the insured crop is located, the conflicting terms will be construed so as to conform to such laws.

## **XXII. Death of Insured**

In the event of *your* death, the *policy* will terminate as of the date of death. If such event occurs after *coverage* is in force for the *crop year*, the *policy* will continue in force for the benefit of *your* spouse, estate or legal representative through the *crop year* and terminate at the end of the *insurance period*. Any *indemnity* will be paid to *your* estate, or the person or persons determined to be legally entitled to the *indemnity*. Any premium owed *us* shall become the responsibility of the succeeding entity unless *your* death is covered under Section VII J.

## **XXIII. Abandonment of Crop**

If *you* fail to provide sufficient care and management to enable the insured crop to achieve its maximum agronomic production, or fail to harvest the insured crop in a timely manner, without *our* written *consent*, any claim *you* make under this *policy* for that insured crop will be denied.

## **XXIV. Assignment of Interest**

*You* may not assign any of *your* interest in this *policy* without *our* prior written *consent*, and then only on a form approved by *us*. *You* may not make more than one assignment per *county* per year of *your* interest in each of *your* insured crops located in that *county*.

## **XXV. Assignment of Indemnity**

*You* may assign to another party *your* right to an *indemnity* for one *crop year* only on *our* form and with *our* *consent*. The assignee will have the right to submit the *loss* notices and forms required by the *policy*.

## **XXVI. Entire Agreement, Waiver or Change of Policy Provisions**

*You* and *we* agree this *policy*, including all *amendments* and *endorsements*, constitutes the entire agreement between *you* and *us*. Any waiver or change of any provision of this *policy* must be in writing and approved by *us*. *Our* request for an

appraisal or examination under oath will not waive any of *our* rights.

**XXVII. Participating Policy**

This *policy* is nonassessable with no contingent liability. *You* may participate, to the extent and upon the conditions fixed

and determined by *our* Board of Directors and set forth in an *endorsement* to this *policy*, in dividends distributed in accordance with the provisions of law. There is no guarantee of any dividend distribution.

# JDRProtector CROP HAIL INSURANCE POLICY

## PRODUCTION PLAN ENDORSEMENT FOR 105% OF APH

### THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

All italicized words in this *Endorsement* are defined terms and have the same meaning as provided in the General Provisions of your JDRProtector Crop Hail Insurance Policy; and all italicized words and underlined words in this *endorsement* are defined terms having the meaning provided in this *endorsement*.

If *your coverage* for an insured crop is identified in your *summary of coverage* by reference to a plan described in this *endorsement*, then the *indemnity* we will pay you for *loss* to that insured crop shall be determined in accordance with this *endorsement* and the plan referenced in your *summary of coverage* for that insured crop. Your indemnity on a *damaged* insured crop in any *crop year* under this *policy* will not exceed the lesser of (a) one hundred percent (100%) of the *limit of insurance* for that insured crop for that *crop year*, or (b) the *loss* determined to be payable according to the formulas specified in this *endorsement* for the applicable plan.

The purpose of this companion crop hail insurance plan is to cover, on a *Multiple Peril Crop Insurance (MPCI)* policy unit basis, the portion of *your crop* not insured under *your MPCI policy* which is identified as the difference between the approved *Actual Production History (APH)* average yield and the selected *MPCI* level of *coverage* yield guarantee. Therefore, *your policy* is amended by the following terms and conditions.

#### Endorsement Terms and Conditions

The *Limit of Insurance* is based on the potential yield of the crop(s) insured being at least equivalent to the *MPCI production guarantee* prior to any occurrence of *damage* due to insured or uninsured perils. With respect to *your* insured crop(s) in any *county* in any state, *your policy* is amended as follows:

- I. **Definitions.** Section I of the General Provisions of *your policy* is amended by the addition of the following definitions applicable to this *endorsement*:

Actual Production History (APH) – the process used under the MPCI program to determine *MPCI production guarantees* based on a history of *your* actual production of the insured crop and, dependent on the quality and quantity of records provided, other assigned, adjusted or unadjusted transitional yields; also the acronym is often used to refer to the yield resulting from the above process.

Crop hail production guarantee – on a MPCI unit basis, the difference between the *unit production plan guarantee* and the *MPCI production guarantee* multiplied by the number of acres on the unit

MPCI production guarantee – the per acre number of bushels or other crop-specific unit of measure determined by multiplying the APH approved yield per acre by the coverage level percentage *you* elect under *your MPCI policy*.

Price Election – Value per bushel or other crop-specific unit of measure for purposes of determining premium and *indemnity* under *your MPCI policy*.

Production plan yield – the per acre unit of measure equivalent to 1.05 times *your* APH approved yield for each insured unit.

Production to count - actual harvested production of the insured crop, appraised production of any unharvested acreage of the insured crop, and/or appraised production not less than the established MPCI production guarantee for any acreage of the insured crop which is abandoned, *damaged* solely by an uninsured peril or destroyed by *you* without *our* consent.

Unit production plan guarantee – the total bushels or other crop-specific unit of measure resulting from multiplying the *production plan yield* by the number of acres in the MPCCI unit.

II. **Insured Perils.** Section IV B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- B. We will extend *your production coverage* to include that portion of the crop value not insured under *your MPCCI policy* against the *insured perils* under the JDRProtector General Provisions in force for this *endorsement*. A minimum *loss* of 5% of the unit liability will be required to qualify for any potential *indemnity* due to the perils of transit, vandalism and malicious mischief, and fire or lightning. No deductible will apply for fire department service charges.

III. **Insured Crop, Acreage, Share and Value Insured.** Section VI of the General Provisions of *your policy* is amended as follows:

Section VI D is deleted in its entirety and the following is inserted in its place:

- D. The *limit of insurance* per unit shall be the *crop hail production guarantee* multiplied by the *MPCCI price election*, multiplied by *your share* in the crop(s). Any reduction in *coverage* to the *MPCCI production guarantee* for acreage of the unit due to late planting or due to *our* determination that insured acres or historical yields are less than those shown on *your Summary of Coverage* shall reduce the *crop hail production guarantee* in an equivalent amount; otherwise, the *limit of insurance* per acre will not be reduced once the insurance has *attached* to the insured crop with the exception of *you* misreporting any information as addressed in Section VI I.

Section VI G is deleted in its entirety and the following is inserted in its place:

- G. After *damage* occurs to the insured crop or after the date set for reporting production or acreage information as determined by the *MPCCI policy* guidelines, *we* will not increase either the *limit of insurance* or *your coverage*. Prior to a *loss* and the sales closing date for *your* insured crop, *we* may at *our* sole discretion approve a change in *your policy* or *coverage* pursuant to Section VIII.

Section VI is amended by adding the following:

- J. *You* shall not be entitled to any *indemnity* for *damage* to *your* insured crop until the yield reduction and the *loss* due to *insured perils* exceeds any minimum loss and percentage deductible represented by the selected production plan. Any yield reduction for *insured perils* in excess of the appropriate plan deductible shall be multiplied by the increasing payment factors associated with *your MPCCI policy* elected plan reflected on the chart below:

PLAN	PERCENTAGE DEDUCTIBLE	INCREASING PAYMENT FACTORS AS DETERMINED BY MPCCI POLICY LEVEL OF COVERAGE:							
		50%	55%	60%	65%	70%	75%	80%	85%
111 ML5PRO	0 (5% minimum <i>loss</i> )	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
112 DXS5PRO	5	1.11	1.12	1.13	1.15	1.18	1.21	1.27	1.36
113 DXS10PRO	10	1.24	1.27	1.30	1.36	1.43	1.54	1.72	2.11
114 DXS15PRO	15	1.40	1.46	1.54	1.65	1.82	2.11	2.70	N/A

IV. **Duties After Damage.** The introductory paragraph (not items 1. through 4.) of Section IX F of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- F. After the occurrence of *damage*, *you* must continue to care for the insured crop. Should *you* neglect or refuse to do so, *we* will not be liable for any *loss* caused by such neglect. *You* may not put to another use or destroy the insured crop until *we* have made an appraisal of the *loss* and given *our consent*. If *you* destroy the insured crop or put the crop to another use, *you* must leave *representative samples* as specified by *us* below and continue to care for the samples until the insured crop reaches full maturity

or until such time *we* can determine final production. *Representative sample* requirements shall be as follows:

- V. **Determination of Loss or Adjustment of Claim.** Section X of the General Provisions of *your policy* is amended as follows:

Section X B is deleted in its entirety and the following is inserted in its place:

- B. The *damage* due to *insured perils* will be determined at the time *we* inspect the insured crop(s).
1. Once the *loss* exceeds the 5 percent minimum or the selected deductible for the unit, the amount payable to *you* for *damage* to *your* insured crop will be determined by:
    - a. Subtracting the greater of the harvested and/or appraised *production to count* or the *MPCI production guarantee* from the *unit production plan guarantee*.
    - b. If the result arrived at in subparagraph a. is greater than the *loss* multiplied by the *unit production plan guarantee*, the *indemnity* shall be the *loss* multiplied by the *unit production plan guarantee* for the unit multiplied by *your share* as set forth in the *Summary of Coverage*, multiplied by the *MPCI price election* under *your MPCI policy*.
    - c. If the result arrived at in subparagraph a. is less than the *loss* multiplied by the *unit production plan guarantee*, the *indemnity* shall, subject to the limitations contained in paragraph 2. below, be determined as follows:
      - i. Subtracting the *production to count* from the *crop hail production guarantee* for the unit;
      - ii. Subtracting any applicable deductible associated with the plan of insurance elected by *you* and reflected on *your Summary of Coverage* from the result in subparagraph i;
      - iii. Multiplying the result in subparagraph ii. by any increasing payment factor associated with the plan of insurance elected by *you* and reflected on *your Summary of Coverage* to determine the payable amount expressed in the applicable unit of measure for the insured crop;
      - iv. Multiplying the payable amount determined in subparagraph iii. by the *MPCI price election* under *your MPCI policy*; and
      - v. Multiplying the obtained result in step iv. by *your share* as set forth in the *Summary of Coverage*.
  2. No *indemnity* may exceed the hail liability for the designated plan of insurance stated in the *Summary of Coverage*.
  3. Final determination of *losses* due to *insured perils* will occur after the date *coverage* expires for the insured crop(s) as defined in Section II C of the General Provisions of *your policy* or State or Crop specific *endorsements*.

Section X is amended by adding the following:

- E. Nothing in this section or this *policy* shall preclude *us* from revising a claim, even after payment, based upon an audit of the claim or *policy* file and *our* determination that any of the information used to determine *your coverage* or *your* claim was not correct.

- VI. **Replant.** Section XI of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

There is no *indemnity* for the expenses associated with replanting or the loss of the initially planted crop which is replanted. Replanted acreage, is, however, considered part of the insured crop pursuant to Section VI A of the *policy*.

# JDRProtector CROP HAIL INSURANCE POLICY

## PRODUCTION PLAN ENDORSEMENT FOR 110% OF APH

### THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

All italicized words in this *Endorsement* are defined terms and have the same meaning as provided in the General Provisions of your JDRProtector Crop Hail Insurance Policy; and all italicized words and underlined words in this *endorsement* are defined terms having the meaning provided in this *endorsement*.

If *your coverage* for an insured crop is identified in your *summary of coverage* by reference to a plan described in this *endorsement*, then the *indemnity* we will pay you for *loss* to that insured crop shall be determined in accordance with this *endorsement* and the plan referenced in your *summary of coverage* for that insured crop. *Your indemnity* on a damaged insured crop in any *crop year* under this *policy* will not exceed the lesser of (a) one hundred percent (100%) of the *limit of insurance* for that insured crop for that *crop year*, or (b) the *loss* determined to be payable according to the formulas specified in this *endorsement* for the applicable plan.

The purpose of this companion crop hail insurance plan is to cover, on a *Multiple Peril Crop Insurance (MPCI)* policy unit basis, the portion of *your crop* not insured under *your MPCI policy* which is identified as the difference between the approved Actual Production History (APH) average yield and the selected *MPCI* level of *coverage* yield guarantee. Therefore, *your policy* is amended by the following terms and conditions.

#### Endorsement Terms and Conditions

The *Limit of Insurance* is based on the potential yield of the crop(s) insured being at least equivalent to the MPCI production guarantee prior to any occurrence of *damage* due to insured or uninsured perils. With respect to *your* insured crop(s) in any *county* in any state, *your policy* is amended as follows:

- I. **Definitions.** Section I of the General Provisions of *your policy* is amended by the addition of the following definitions applicable to this *endorsement*:

Actual Production History (APH) – the process used under the MPCI program to determine MPCI production guarantees based on a history of *your* actual production of the insured crop and, dependent on the quality and quantity of records provided, other assigned, adjusted or unadjusted transitional yields; also the acronym is often used to refer to the yield resulting from the above process.

Crop hail production guarantee – on a MPCI unit basis, the difference between the unit production plan guarantee and the MPCI production guarantee multiplied by the number of acres on the unit

MPCI production guarantee – the per acre number of bushels or other crop-specific unit of measure determined by multiplying the APH approved yield per acre by the coverage level percentage *you* elect under *your MPCI policy*.

Price Election – Value per bushel or other crop-specific unit of measure for purposes of determining premium and *indemnity* under *your MPCI policy*.

Production plan yield – the per acre unit of measure equivalent to 1.10 times *your* APH approved yield for each insured unit.

Production to count - actual harvested production of the insured crop, appraised production of any unharvested acreage of the insured crop, and/or appraised production not less than the established MPCI production guarantee for any acreage of the insured crop which is abandoned, *damaged* solely by an uninsured peril or destroyed by *you* without *our* consent.



Unit production plan guarantee – the total bushels or other crop-specific unit of measure resulting from multiplying the production plan yield by the number of acres in the MPCCI unit.

II. **Insured Perils.** Section IV B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- B. We will extend *your production coverage* to include that portion of the crop value not insured under *your MPCCI policy* against the *insured perils* under the JDRProtector General Provisions in force for this *endorsement*. A minimum loss of 5% of the unit liability will be required to qualify for any potential *indemnity* due to the perils of transit, vandalism and malicious mischief, and fire or lightning. No deductible will apply for fire department service charges.

III. **Insured Crop, Acreage, Share and Value Insured.** Section VI of the General Provisions of *your policy* is amended as follows:

Section VI D is deleted in its entirety and the following is inserted in its place:

- D. The *limit of insurance* per unit shall be the crop hail production guarantee multiplied by the MPCCI price election, multiplied by *your share* in the crop(s). Any reduction in *coverage* to the MPCCI production guarantee for acreage of the unit due to late planting or due to *our* determination that insured acres or historical yields are less than those shown on *your Summary of Coverage* shall reduce the crop hail production guarantee in an equivalent amount; otherwise, the *limit of insurance* per acre will not be reduced once the insurance has *attached* to the insured crop with the exception of *you* misreporting any information as addressed in Section VI I.

Section VI G is deleted in its entirety and the following is inserted in its place:

- G. After *damage* occurs to the insured crop or after the date set for reporting production or acreage information as determined by the *MPCCI policy* guidelines, *we* will not increase either the *limit of insurance* or *your coverage*. Prior to a *loss* and the sales closing date for *your* insured crop, *we* may at *our* sole discretion approve a change in *your policy* or *coverage* pursuant to Section VIII.

Section VI is amended by adding the following:

- J. *You* shall not be entitled to any *indemnity* for *damage* to *your* insured crop until the yield reduction and the *loss* due to *insured perils* exceeds any minimum loss and percentage deductible represented by the selected production plan. Any yield reduction for *insured perils* in excess of the appropriate plan deductible shall be multiplied by the increasing payment factors associated with *your MPCCI policy* elected plan reflected on the chart below:

PLAN	PERCENTAGE DEDUCTIBLE	INCREASING PAYMENT FACTORS AS DETERMINED BY MPCCI POLICY LEVEL OF COVERAGE:							
		50%	55%	60%	65%	70%	75%	80%	85%
121 ML5PRO	0 (5% minimum loss)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
122 DXS5PRO	5	1.10	1.11	1.12	1.14	1.16	1.19	1.22	1.28
123 DXS10PRO	10	1.22	1.25	1.28	1.32	1.38	1.46	1.58	1.79
124 DXS15PRO	15	1.38	1.43	1.49	1.58	1.70	1.89	2.22	N/A
125 DXS20PRO	20	1.58	1.67	1.79	1.96	2.22	2.69	N/A	N/A

IV. **Duties After Damage.** The introductory paragraph (not items 1. through 4.) of Section IX F of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- F. After the occurrence of *damage*, *you* must continue to care for the insured crop. Should *you* neglect or refuse to do so, *we* will not be liable for any loss caused by such neglect. *You* may

not put to another use or destroy the insured crop until we have made an appraisal of the loss and given our consent. If you destroy the insured crop or put the crop to another use, you must leave representative samples as specified by us below and continue to care for the samples until the insured crop reaches full maturity of as specified by us below and continue to care for the samples until the insured crop reaches full maturity or until such time we can determine final production. Representative sample requirements shall be as follows:

- V. **Determination of Loss or Adjustment of Claim.** Section X of the General Provisions of *your policy* is amended as follows:

Section X B is deleted in its entirety and the following is inserted in its place:

- B. The *damage* due to *insured perils* will be determined at the time *we* inspect the insured crop(s).
1. Once the *loss* exceeds the 5 percent minimum or the selected deductible for the unit, the amount payable to *you* for *damage* to *your* insured crop will be determined by:
    - a. Subtracting the greater of the harvested and/or appraised production to count or the MPCI production guarantee from the unit production plan guarantee.
    - b. If the result arrived at in subparagraph a. is greater than the *loss* multiplied by the unit production plan guarantee, the *indemnity* shall be the *loss* multiplied by the unit production plan guarantee for the unit multiplied by *your share* as set forth in the *Summary of Coverage*, multiplied by the MPCI price election under *your MPCI policy*.
    - c. If the result arrived at in subparagraph a. is less than the *loss* multiplied by the unit production plan guarantee, the *indemnity* shall, subject to the limitations contained in paragraph 2 below, be determined as follows:
      - i. Subtracting the production to count from the crop hail production guarantee for the unit;
      - ii. Subtracting any applicable deductible associated with the plan of insurance elected by *you* and reflected on *your Summary of Coverage* from the result in subparagraph i.;
      - iii. Multiplying the result in subparagraph ii. by any increasing payment factor associated with the plan of insurance elected by *you* and reflected on *your Summary of Coverage* to determine the payable amount expressed in the applicable unit of measure for the insured crop;
      - iv. Multiplying the payable amount determined in subparagraph iii. by the MPCI price election under *your MPCI policy*; and
      - v. Multiplying the obtained result in step iv. by *your share* as set forth in the *Summary of Coverage*.
  2. No *indemnity* may exceed the hail liability for the designated plan of insurance stated in the *Summary of Coverage*.
  3. Final determination of *losses* due to *insured perils* will occur after the date *coverage* expires for the insured crop(s) as defined in Section II C of the General Provisions of *your policy* or State or Crop specific *endorsements*.

Section X is amended by adding the following:

- E. Nothing in this section or this *policy* shall preclude *us* from revising a claim, even after payment, based upon an audit of the claim or *policy* file and *our* determination that any of the information used to determine *your coverage* or *your* claim was not correct.
- VI. **Replant.** Section XI of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:  
There is no *indemnity* for the expenses associated with replanting or the loss of the initially planted crop which is replanted. Replanted acreage, is, however, considered part of the insured crop pursuant to Section VI A of the *policy*.

# JDRProtector CROP HAIL INSURANCE POLICY

## MANDATORY ENDORSEMENT

### THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

All italicized words in this *endorsement* are defined terms and have the same meaning as in the General Provisions of your JDRProtector Crop Hail Insurance Policy; and all italicized and underlined words in this *endorsement* are defined terms having the meaning provided in this *endorsement*.

#### Endorsement Terms and Conditions

With respect to all *your* insured crop(s) in any *county* in any state, *your policy* is amended as follows:

#### I. Definitions. Section I of the General Provisions definitions of *your policy* are amended as follows:

***amendment*** – a form requesting a change in *your coverage* under this *policy* signed by *you* and incorporated by *us* into *your Schedule of Insurance*.

***coverage*** – the insurance provided by this *policy* against *loss* caused by *insured peril* not including consequential or indirect damages, as shown on *your Schedule of Insurance* and to the extent described in these General Provisions and any *endorsements*.

***policy*** - this written contract between *you* and *us* consisting of the accepted *Application, Schedule of Insurance*, these General Provisions, and *Endorsements* (if any). If a conflict exists in the *policy*, the order of priority is as follows: (1) *Endorsements*, (2) General Provisions, (3) *Application* and (4) *Schedule of Insurance* with (1) controlling (2), (2) controlling (3), etc.

Summary of Coverage is deleted in its entirety and the following is inserted in its place:

***Schedule of Insurance*** - the most current list of insured crops, locations, amounts of *coverage* and other information obtained from *your* most recent accepted *Application* with respect to each insured crop, and any applicable *amendments*

#### II. Cancellation of Insurance. Section III C of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- C. If no *coverage* is in effect or if no premium is earned on this *policy* for three (3) consecutive *crop years*, this *policy* will terminate automatically without any requirements of notice on December 31 of the year which is the third consecutive year in which *your Schedule of Insurance* does not include any insured crop, or no premium is earned for this *policy*.

#### III. Exclusions. Section V G of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- G. after the insured crop has been sold to any person or entity other than *you* even though the insured crop remains on the location listed on *your Schedule of Insurance* except as otherwise expressly provided in Section XIII;

#### IV. Insured Crop, Acreage, Share and Value Insurance. Section VI of the General Provisions of *your policy* is amended as follows:

Section VI A is deleted in its entirety and the following is inserted in its place:

- A. *Your* insured crop for each *crop year* will be each crop identified in *your Schedule of Insurance* and which is:
1. the first crop of that type planted, or that same type of crop *replanted* in the same location following uninsured *damage* to the crop initially planted;
  2. of a type or variety approved by *us* as insurable;

3. a crop in which *you* have a *share* at the time of *loss*, as reported by *you* or as determined by *us*, whichever *we* elect;
4. actually planted on acres identified in *your Schedule of Insurance*, and which:
  - a. have not been strip-mined;
  - b. are not interplanted with another crop without *our consent*; and
  - c. are not used primarily for wildlife protection or management; and
5. permitted by *us* to be insured under this *policy*.

Section VI B is deleted in its entirety and the following is inserted in its place:

- B. All acres of the *insured crop* you grow in the *county* must be insured under this *policy* and reported by *you* to *us*. When *your* actual planted acreage of any insured crop during any *crop year* is more or less than the number of acres stated in the *Schedule of Insurance* for that insured crop during that *crop year*, the *limit of insurance* per acre for that insured crop will be the quotient resulting from dividing the total amount of insurance indicated on the *Schedule of Insurance* for that insured crop by *your* actual planted acreage of that insured crop in the township for harvest during the *crop year* the *loss* occurs subject to any maximum liability per acre established by *us* in *our* underwriting guidelines for the insured crop.

Section VI C is deleted in its entirety and the following is inserted in its place:

- C. The unit of insurance for determining any *indemnity* due is an acre. This means that the *limit of insurance* for any *loss* to any acre for any *crop year* may not exceed the *limit of insurance* per acre stated in the *Schedule of Insurance* or as properly prorated under Section VI B.

Section VI D is deleted in its entirety and the following is inserted in its place:

- D. Except as provided in Section VI B and VI E, the *limit of insurance* per acre during each *crop year* shall be as shown on *your Schedule of Insurance*. Once established, the *limit of insurance* per acre will not be reduced during a *crop year* after *coverage attaches* to the insured crop except for proration purposes in accordance with Section VI B or by an *amendment* in accordance with Section VIII. *Your limit of insurance* during a particular *crop year* for an insured crop under this *policy* will be the product of multiplying (i) the number of *your* actual planted acres of that insured crop during that *crop year*, (ii) the *limit of insurance* per acre for that insured crop at the time of the *loss*, and (iii) *your share* of that insured crop during that *crop year*.

Section VI H is deleted in its entirety and the following is inserted in its place:

- H. *You* may add a crop to *your Schedule of Insurance* only by submitting an *Application* by established deadlines.

Section VI I is deleted in its entirety and the following is inserted in its place:

- I. If *you* misrepresent any information, *we* may, at *our* sole discretion, revise the premium and/or *limit of insurance* to the amount *we* determine to be correct, or take other action pursuant to Section XVII. This may result in a revision of *your coverage* if the information *you* report is not correct. At any time *we* may inspect any insured crop and any location listed on *your Schedule of Insurance*. *You* will allow any person assigned by *us* access to examine and inspect any insured crop or location listed on *your Schedule of Insurance* as often as *we* may require.

**V. Coverage Amendments and Policy Changes.** Section VIII of the General Provisions of *your policy* is amended as follows:

Section VIII A is deleted in its entirety and the following is inserted in its place:

- A. Unless this *policy* is cancelled according to Section III prior to the beginning of a *crop year* for *your* insured crop(s), and without regard to the most recent *Schedule of Insurance*, the *limit of insurance* per acre and type of *coverage* indicated on *your* most recent accepted *Application* with respect to each insured crop

will carry over into each subsequent *crop year* and the premium due will be based on each subsequent *crop year's* rates and will be due and payable to *us* as otherwise provided herein, except as may otherwise result from an *amendment* to this *policy*.

Section VIII B is deleted in its entirety and the following is inserted in its place:

B. *We* will not revise *your Schedule of Insurance* during a *crop year* if such revision would:

1. increase *your limit of insurance* per acre after *damage* or evidence of probable *loss* or increased hazard to *your* insured crop has occurred; or,
2. increase or decrease *your limit of insurance* per acre if the *amendment* requesting such revision is not received by the later of:
  - a. the *MPCI* acreage reporting date for *your* insured crop;
  - b. the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded) insured by *you*; or
  - c. if neither of the above deadlines applies, November 30 for a fall-seeded crop and July 15 for a spring-seeded crop.

Section VIII C is deleted in its entirety and the following is inserted in its place:

C. *We* also will not revise *your Schedule of Insurance* if *we* receive *your* request to revise *your Schedule of Insurance* more than 48 hours after *you* have signed and dated that request.

Section VIII D is deleted in its entirety and the following is inserted in its place:

D. Any new *Schedule of Insurance* will become effective at 12:01 a.m. on the day following the day the last of *you* and *our* licensed and authorized agent signed *your amendment*.

Section VIII F is deleted in its entirety and the following is inserted in its place:

F. *We* will extend *your Schedule of Insurance* from the previous *insurance period* until *we* receive *your amendment* to revise *your Schedule of Insurance* but not later than the latest *MPCI* acreage reporting date for any crop of like planting season (i.e., fall-seeded or spring-seeded). During this period of extension *we* will insure any *MPCI* insurable crop not grown during the previous *insurance period*, and not identified on *your* previous *insurance period's Schedule of Insurance*, that *you* substitute in part or in full on the acreage of the crop insured during the previous *insurance period*. The amount of insurance on the substitute crop will not exceed the *limit of insurance* per acre which the premium established by the previously insured crop can purchase at the current *crop year's* rates for the substitute crop. *We* reserve the option to provide a lower *limit of insurance* per acre based upon current market prices and customary yields for such crop on those acres.

**VI. Duties After Damage.** Section IX H 2 of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

2. *We* will pay *your loss* to *you*, in accordance with *your* most recent *Schedule of Insurance*, along with any financial institution, business or individual to whom *you* have assigned the *indemnity* on *our* approved form for that purpose. The assignee, at his/her request, may perform *your* responsibilities under this Section IX on *your* behalf.

**VII. Determination of Loss or Adjustment of Claim.** Section X B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- B. The amount payable to *you* for *damage* to *your* insured crop will be the *loss* per acre determined by *us*, adjusted by *your coverage* and *limit of insurance* per acre as set forth in the *Schedule of Insurance* based on the insurance plan *you* elected. No *indemnity* may exceed the liability stated in the *Schedule of Insurance*.

**VIII.Replant.** Section IX B 1 a of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

- a. *You* will be paid for *your* actual cost to *replant* the crop that suffered *damage*, provided, however, such payment will not exceed 20% of the *limit of insurance* per acre reflected on *your Schedule of Insurance*. The amount paid by *us* under this Option One will not reduce *your limit of insurance* per acre on the acres *you replant*. Coverage will *attach* on the acres *you replant* according to Section II of this *policy*.

**IX. Error and Omissions.** Section XVI of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

This *policy* has been issued on the basis of the representation made by *you* on *your Application* on file with *us*. In case of error or omission on the *Schedule of Insurance*, *you* will immediately notify *us* of such error or omission for correction. We reserve the right to reject any correction if it results in increased liability or reduced premium after the insurance has *attached* unless such change is in accordance with the provisions of this *policy*.

<i>SERFF Tracking Number:</i>	<i>JDRP-125413088</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Westfield Insurance Company</i>	<i>State Tracking Number:</i>	<i>#1405671 \$50</i>
<i>Company Tracking Number:</i>	<i>CH-08-03-F</i>		
<i>TOI:</i>	<i>02.1 Crop</i>	<i>Sub-TOI:</i>	<i>02.1001 Crop-Hail Non-Federally Reinsured Only</i>
<i>Product Name:</i>	<i>2008 Arkansas Crop-Hail Form Filing</i>		
<i>Project Name/Number:</i>	<i>Crop-Hail insurance/CH-08-03-F</i>		

## Rate Information

Rate data does NOT apply to filing.



SERFF Tracking Number: JDRP-125413088 State: Arkansas  
Filing Company: Westfield Insurance Company State Tracking Number: #1405671 \$50  
Company Tracking Number: CH-08-03-F  
TOI: 02.1 Crop Sub-TOI: 02.1001 Crop-Hail Non-Federally Reinsured  
Only  
Product Name: 2008 Arkansas Crop-Hail Form Filing  
Project Name/Number: Crop-Hail insurance/CH-08-03-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 02/19/2008  
**Comments:**  
**Attachments:**  
AR Forms Transmittal.pdf  
2007-11-1 Representation Letter for 2008.pdf

**Satisfied -Name:** Arkansas Mandatory Endorsement **Review Status:** Approved 02/19/2008  
**Comments:**  
Previously approved in our 2007 forms filing: Arkansas Mandatory Endorsement - 01-06-03-0010-2007, for your reference.  
**Attachment:**  
L00116.pdf

**Satisfied -Name:** Side by Side Comparison **Review Status:** Approved 02/19/2008  
**Comments:**  
Comparison of attached filed policy form changes.  
**Attachment:**  
AR Side by Side Comparison 1.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>					<b>Group NAIC #</b>
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>	
Westfield Insurance Company	Ohio	24112	34-3516838		

<b>5. Company Tracking Number</b>	CH-08-03-F
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
John Sheeley 6400 NW 86 <sup>th</sup> Street PO Box 6680 Johnston, IA 50131-6680	Compliance Manager	866-404-9061 Extension, 73499	888-777-2564	sheeleyjohnne@johndere.com

<b>7. Signature of authorized filer</b>	
<b>8. Please print name of authorized filer</b>	Greg Livingston

## Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	Crop
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Crop-Hail
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	Crop-Hail Insurance
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: February 6, 2008    Renewal: February 6, 2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	February 4, 2008

<b>19.</b>	<b>Status of filing in domicile</b>	[ <input type="checkbox"/> ] Not Filed [ <input type="checkbox"/> ] Pending [X] Authorized [ <input type="checkbox"/> ] Disapproved
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PC TD-1 pg 1 of 2

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	CH-08-03-F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Honorable Julie Benafield Bowman  
 Commissioner of Insurance  
 Arkansas Insurance Department  
 Attention: Property & Casualty Division  
 1200 West Third Street  
 Little Rock, Arkansas 72201-1904

RE: Westfield Insurance Company NAIC# 24112 FEIN 34-6516838  
 2008 Crop-Hail Form Filing  
 Our File Number: CH-08-03-F

Dear Ms. Bowman:

Attached for your review and approval is our 2008 Crop-Hail form filing.

The following items are included in this filing:

Filing fee in separate mailing  
 Arkansas transmittals  
 Westfield Insurance Company authorized representative statement  
 Final forms

Our proposed effective date is February 06, 2008.

If you have any questions or concerns, feel free to contact me at our office, toll free 866-404-9061, extension 73351.

Sincerely,

Greg Livingston  
 Insurance Specialist  
[livingstongreg@johndeere.com](mailto:livingstongreg@johndeere.com)



**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		CH-08-03-F		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	JDRProtector Policy	01-01-00-0001-08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	01-01-00-001-07	CH-07-03-F
03	Production Plan Endorsement – 105% APH	01-03-00-0004-2008	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	01-03-00-0004-2007	CH-07-03-F
04	Production Plan Endorsement – 110% APH	01-03-00-0002-2008	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	01-03-00-0002-2007	CH-07-03-F
05	Mandatory Endorsement	01-06-00-0067-2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1





**WESTFIELD  
GROUP**

Sharing Knowledge. Building Trust.®

October 29, 2007

**RE: JOHN DEERE RISK PROTECTION, INC.  
AUTHORIZED REPRESENTATIVE OF WESTFIELD INSURANCE  
AND WESTFIELD NATIONAL INSURANCE**

To Whom It May Concern:

The purpose of this letter is to inform the respective Departments of Insurance in the States of Alabama, Arizona, Arkansas, California\*, Colorado, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin and Wyoming that John Deere Risk Protection, Inc. is a duly authorized representative of Westfield Insurance Company and Westfield National Insurance Company (in California only) for the purpose of filing crop hail rates and forms and other crop-related insurance policy rates and forms for the 2008 crop year and executing all documents, including those certifying compliance with state regulations, in support of those filings. Such authority was granted John Deere Risk Protection, Inc. in a duly executed Managing General Agency Agreement between Westfield Insurance Company and John Deere Risk Protection, Inc. that meets the requirements for such agreements in each of the aforementioned states.

Thank you for your attention to this matter. Should you have any questions regarding the foregoing, please do not hesitate to call me at 330-887-8269 or email me at [frankcarrino@westfieldgrp.com](mailto:frankcarrino@westfieldgrp.com).

Best regards,

Frank Carrino

Corporate Counsel and Secretary

Westfield Insurance Company and Westfield National Insurance Company

FC:jmi

\*John Deere Risk Protection, Inc. ("JDRP") is doing business as JDRP Crop Insurance Services in the State of California as required by California law.

# JDRProtector CROP HAIL INSURANCE POLICY

## ARKANSAS MANDATORY ENDORSEMENT

### THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

All italicized words in this *endorsement* are defined terms and have the same meaning as in the General Provisions of your JDRProtector Crop Hail Insurance Policy; and all italicized and underlined words in this *endorsement* are defined terms having the meaning provided in this *endorsement*.

#### Endorsement Terms and Conditions

With respect to all *your* insured crop(s) in any *county* in the State of Arkansas, *your policy* is amended as follows:

- I. **Definitions.** Section I of the General Provisions of *your policy* is amended by the addition of the following definition applicable to this *endorsement*:

***anniversary date*** – the calendar date which is twelve months following the day after the date *you* and *our* licensed agent signed the original *Application* for this *policy* and each successive calendar date that is twelve months after any previous *anniversary date* as long as this *policy* remains in effect.

- II. **Life of Policy.** Section II C of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

C. Unless this *policy* is canceled or terminated as provided in Section III, in which case *coverage* expires as of the date of cancellation or termination, as to each insured crop *coverage* expires each *crop year* on each acre of the insured crop upon the earliest of:

1. The date harvest is completed, except that if the insured crop is a *small grain*, rice, dry beans or buckwheat, such insured crop will be covered in the windrow, bundle or shock for fifteen (15) days after such insured crop is cut;
2. The date the crop is abandoned;
3. The date the entire insured crop is destroyed as determined by *us*; or
4. The calendar dates indicated below for the specified insured crop(s) unless other dates are specifically provided for in any other applicable *endorsement*, in which case the other dates shall be applied to determine expiration of *coverage* under this Section:

<u>Crop</u>	<u>Date Coverage Expires</u>
All Coarse Grains	November 15
All Small Grains	August 1
All Other Fruit	September 15
Apples/Pears	October 15
Cotton	November 15
Tobacco	October 15
All Other Insured Crops	November 1

We will not be liable for any *loss* to any insured crop after the date *coverage* expires as specified in this *policy*.

- III. **Cancellation of Insurance.** Section III of the General Provisions of *your policy* is amended as follows:

Section III B is deleted in its entirety and the following is inserted in its place:

- B. We may cancel all or any part of the *coverage* provided by *us* under this *policy* at any time by notifying *you* in writing at least 20 days before the effective date and hour cancellation takes effect. However, *we* may cancel upon 10 days written notice to *you* in the case of non-payment. Notices of cancellation may be delivered or mailed to *you* at *your* mailing address shown on *your Summary of Coverage*. All notices



of cancellation shall include a specific explanation of the reason or reasons for cancellation. Proof of mailing will be sufficient proof of notice.

After the insurance has been in effect for 60 days, *we* may cancel all or any part of the *coverage* provided by *us* under this *policy* during the *insurance period* only for one or more of the following reasons:

1. nonpayment of premium;
2. fraud or material misrepresentation made by or with the knowledge of *you* in obtaining this *policy*, continuing the *policy*, or in presenting a claim under this *policy*;
3. occurrence of a material change in the risk, which substantially increases any hazard, insured against after *policy* issuance.
4. violation of any local fire, health, safety, building or construction regulation or ordinances with respect to any insured property or occupancy of the property, which substantially increases any hazard insured against under this *policy*;
5. nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing this *policy* require payment as a condition of the issuance and maintenance of the *policy*; or
6. material violation of a material provision of this *policy*.

If *we* cancel all or any part of this *policy*, *we* will return no more than the prorated unused share of the premium paid for the amount of coverage per acre on the portion canceled. The cancellation will be effective at the time stated in such notice without regard to whether *we* have made or offered such return at that time.

Section III C is deleted in its entirety and the following is inserted in its place:

- C. *We* may decide not to continue all or any part of the *coverage* provided by *us* under this *policy* for a subsequent *crop year* by notifying *you* in writing not less than 60 days before the anniversary date of this *policy*. Notices of non-continuance will be delivered or mailed to *you* at *your* mailing address shown on *your Summary of Coverage*. Proof of mailing will be sufficient proof of notice.

IV. **Failure of Parties to Agree.** Section XIV of the General Provisions of *your policy* is amended as follows:

Section XIV A is deleted in its entirety and the following is inserted in its place:

- A. In case of *damage* to an insured crop and failure of *you* and *us* to agree as to the *loss*, and the insured crop remains intact or representative samples have been left as prescribed in Section IX F and the insured crop or samples have not been subject to additional *damage* as determined by *us*, then either *you* or *we* can demand in writing that the *loss* be set by appraisal. If the other party agrees to this demand, the appraisal process outlined in this Section shall be used to determine the *loss*. Once agreement is reached to invoke this Section, then:
1. each party must notify the other within 10 calendar days of their selection of a competent, impartial appraiser. For the purposes of this provision, a competent, impartial appraiser will be an individual with at least 10 years' experience in the adjustment of crop *losses*. *Our* selected appraiser can be the *loss* adjuster who originally adjusted the claim if he/she otherwise meets the qualifications outlined.
  2. the appraisers, within seven business days, shall appraise the *damage* and set the *loss* in accordance with Section IX H 3. Nothing in this Section shall prohibit *our* appraiser's original determination of *loss* from being used as the appraisal used in this process. Agreement between the appraisers as to the *loss* shall be so documented and verified in writing. . The agreement will be non-binding and voluntary.
  3. should the appraisers fail to agree upon the *loss*, they shall select, by mutual agreement, a competent umpire with a minimum of five years' experience in the adjustment of crop losses. If the appraisers cannot mutually agree on the selection of an umpire within 10 calendar days, *you* or *we* may petition a judge of a court of record in the state in which the crop *loss* occurred for selection of an umpire.
  4. upon selection of the umpire, the appraisers shall submit a written report of their appraisal to the umpire; written agreement by any two of these three will set the *loss*. This written report of an agreement will be non-binding and voluntary.

5. no *loss* determined by such an appraisal may result in an *indemnity* that exceeds the *limit of insurance*.
6. should one of the parties (*you* or *us*) fail to select an appraiser within the time allowed herein, the appraiser selected by the other party will set the amount of *loss* in writing. His written report will be non-binding and voluntary.
7. once the amount of *loss* is put in writing by these procedures, the appraisal may be entered in any court of competent jurisdiction as a judgment. The judgment will be non-binding and voluntary.
8. each party will pay the expenses of their selected appraiser. The expenses of the umpire and costs of the appraisal beyond the expenses of the selected appraisers will be paid by both parties equally.
9. *we* will not be held to have waived any rights by any act relating to the appraisal.

Section XIV C is deleted in its entirety and the following is inserted in its place:

- C. Unless binding arbitration is prohibited by law in the state in which the insured crop is located, neither *you* nor *we* may file a lawsuit or take any other similar legal action against the other based on any dispute arising out of or relating to this *policy* or any *damage* to an insured crop except as provided in the arbitration provision above or Section XIV D. Any action taken to enforce an arbitration decision must be taken within one year of the date of the decision. If this *policy* is issued with respect to an insured crop located in a state which prohibits binding arbitration, *you* cannot bring suit against *us* unless *you* have complied with all of the *policy* provisions. If *you* do file suit against *us* based on any action by *us* in regard to this *policy*, *you* must do so within five (5) years of such action. If insurance did *attach* under this *policy*, then any suit must be filed within five (5) years following the end of the *insurance period* in which the controversy arose or the final settlement or denial of *your* claim, whichever is later. No court judgment may exceed the *limit of insurance*.



**JOHN DEERE**

John Deere Risk Protection, Inc.  
6400 NW 86th Street, P.O. Box 6680  
Johnston, IA 50131-6680

**Side by Side Comparison**

JDRProtector Policy

Form # 01-01-00-0001-07  
Filed and approved in 2007

Section VI. - B., read as;  
All acres of the *insured crop you* grow in the *county* must be insured under this *policy* and reported by *you* to *us*. When *your* actual planted acreage of any insured crop during any *crop year* is more or less than the number of acres stated in the *Summary of Coverage* for that insured crop during that *crop year*, the *limit of insurance* per acre for that insured crop will be the quotient resulting from dividing the total amount of insurance indicated on the *Summary of Coverage* for that insured crop by *your* actual planted acreage of that insured crop in the **county** for harvest during the *crop year* the *loss* occurs subject to any maximum liability per acre established by *us* in *our* underwriting guidelines for the insured crop.

Reason for change: When there is a variation in reported acres the limit of insurance will be determined on a township vs. a county basis.

**Side by Side Comparison:**

Production Plan Endorsement – 105% APH and Production Plan Endorsement -110% APH

Form # 01-03-00-0004-2007  
Form # 01-03-00-0002-2007  
Filed and approved in 2007

Section V. , reads as;  
**Determination of Loss or Adjustment of Claim.**  
Section X B of the General Provisions of *your policy* is deleted in its entirety and the following is inserted in its place:

Reason for change: If a claim is paid incorrectly do to a determination of inaccurate information at any time; we have the ability to revise the claim.

Form # 01-00-00-0001-08  
revised filing: 2008

Section VI. – B., revised language;  
All acres of the *insured crop you* grow in the *county* must be insured under this *policy* and reported by *you* to *us*. When *your* actual planted acreage of any insured crop during any *crop year* is more or less than the number of acres stated in the *Summary of Coverage* for that insured crop during that *crop year*, the *limit of insurance* per acre for that insured crop will be the quotient resulting from dividing the total amount of insurance indicated on the *Summary of Coverage* for that insured crop by *your* actual planted acreage of that insured crop in the **township** for harvest during the *crop year* the *loss* occurs subject to any maximum liability per acre established by *us* in *our* underwriting guidelines for the insured crop.

Form # 01-03-00-0004-2008  
Form # 01-03-00-0004-2008  
revised filing: 2008

Section V., revised language  
**Determination of Loss or Adjustment of Claim.**  
Section X of the General Provisions of *your policy* is amended as follows:

Section X B is deleted in its entirety and the following is inserted in its place:

Section X is amended by adding the following:

E. Nothing in this section or this *policy* shall preclude *us* from revising a claim, even after payment based upon an audit of the claim or *policy* file and *our* determination that any of the information used to determine *your coverage* or *your* claim was not correct.

